(From the Atlantic, for May.)

SORROW. Upon my lips she laid her touch divine, And merry speech and careless laughter died; She fixed her melancholy eyes on mine, And would not be denied.

I saw the West wind loose its cloudlets white, In flocks, careering through the April sky; I could not sing, though joy was at its height, For she stood silent by.

I watched the lovely evening fade away— A mist was lightly drawn across the stars, She broke my quiet dream—I heard her say, "Behold your prison-bars! Earth's gladness shall not satisfy your soul— This beauty of the world in which you live: The crowning grace that sanctifies the whole. That I alone can give."

I heard, and shrank away from her afraid; But still she held me, and would still abide. Youth a bounding pulses slackened and obeyed, With atowly ebbing tide.

"Look thou beyond the evening sky," she said,
"Beyond the changing splendors of the day;
Accept the pain, the weariness, the dread,
Accept and bid mo stay!"

I turned and clasped her close with sudden strength, And slowly, sweetly, I became aware Within my ar 1s God's angel stood, at length, White-robed and calm and fair.

And now I look beyond the evening star,
Beyond the changing splendors of the day,
Knowing the pain He sends more precious far,
More beautiful than they.

THE PROPOSED EXTENSION OF THE CHARLOTTE RAILROAD.

The leading idea of the early State Legislatures of South Carolina on the subject of railways, was to establish communications with the great West. The present "South Carolina Railroad" is the realization of this idea to the State line of Georgia. It is equally apparent that the public mind looked forward to the period when, from this parent stem, a net-work of railroads would spring up to all points in this State as well, which would furnish convenient transportation, and thus draw to the metropolis of South Carolina the commerce of half a dozen prosperous States, and build up our city into the leading exporting and importing seaport of the South Atlanti; coast, and, through the agency of such a commercial centre as Charleston, we would be in a position to furnish material aid to all of our people, from the seaboard to the moun-

To accomplish these high aims, both the State of South Carolina and the City of Charleston have lavishly contributed of their means. Money and endorsements to the extent of millions of do llars have been freely furnished, not only to roads in our own State, but to a number of other connecting roads beyond our borders, which, it was ex pected, would act as auxiliaries to the commerce of this city. Upon the successful accomplishment of these ends depends, not only the prosperity of the South Carolina Railroad Company, but, disguise it 18 we may, the commerce and the welfare of both City and State are largely at stake; and it is to preserve and protect these vital interests that the South Carolina Railroad Company invokes the ald of the Courts to restrain a palpable infringement of its charter, and to prevent the wealth of the State from going towards building up distant points.

The State of Georgia wields every influence at

her command in the interest of her seaports; and our sister State of North Carolina has thought it to her interest to build her railroads with a different guage, so that every pound of freight, other than to her own ports, must break bulk at her borders. Who are the parties who ask for a free passage across our State, and who actually, by adroit man agement, induced the Legislature of South Carolina to promise fo pay them for destroying our well understood plans of internal improvements? These very neighbors of ours, who legislate against us with their narrow guage roads.
Our commercial readers are aware that, for more

than a year past, the great effort of the Charlotte and Columbia Railroad has been to divert trade from its usual channel to Charleston, and to carry it to New York. Every bale of cotton transported that road to Charlotte, and thence to New has been so much of the life-blood of comdiverted from Charleston. Was it to effect and that every grant of power by the complainants was accompanied with an express grant of exclusive privileges. along that road to Charlotte, and thence to New York, has been so much of the life-blood of commerce diverted from Charleston. Was it to effect Charleston, to foster the railroads and seaports of North Carolina at the sacrifice of the interests of its own roads, that the State subscribed to the Charlotte and Columbia Railroad? If we correctly remember the circumstances, the appeal to the State and to the city of Charleston for aid to the Charlotte and Columbia Railroad, was based upon the assertions that the road would contribute to the prosperity of Charleston; and the eloquent gentleman from Charlotte, who addressed our citigens on that subject, not only asserted, but demonetrated that the receipts of cotton at the port of Charleston would be nearly doubled by the construction of this road. Their appeals were convincing, and the State and city subscribed. What is the result? The road completed by their efforts in used to divert trade to and through North Caroline and to destroy the very interests, the protec-tion and silvancement of which were the objects of its construction. It may be beyond our power to remedy that evil. The road is built and chartered, and we cannot impair its right or control its operations. But it now seeks to become a still more potent enemy. It seeks an ally in the Columbia and Augusta Railroad which, built by its efforts and officered by its President, is hardly so much an independent road as a branch or continuation of the Charlotte and Columbia road from Columbia to Augusta. No more fatal blow could be given to Charleston and the State than by the construction

will entertain for a moment the idea that any local traffic or development of internal resources is anticipated. Its acid object is to connect Augusta with Chariotte. Names are things, and had the road been entitled groad from Charlotte to Augusta, the true scope of the measure would have been manifest and the bill would have been defeated. But those who engineered the work were too astute to express openly the real object of the bill. The road was first chartered as the Columbia and Hamburg Boad, fifteen years ago. Subsequently its title was changed to the "Columbia and Augusta Railroad and it was authorized to cross the Savan nah River! then by another and final amendmen it was authorized to connect the Charlotte and

of this road. No one acquainted with the re-

sources of the country through which it passes

Columbia Rairoad with the Georgia Railroad. By successive steps it had now (1863) reached tost position, which had been kept steadily in view from the outset, and so adroitly had it been managed that neither was suspicion excited nor Looking back upon the action of the State Legislature, it is a matter of surprise and regret, that the Charleston delegation had not perceived the tendency of the bill, and the dangers which threatened the most important interests of this city from its passage. Had the attention of the Legislature been called to it, we do not

believe that the bill ever could have passed but unfortunately it was overtooked, the bill quietly passed, and the only possible mode in which the danger can be averted, is by testing the constitutionality of the act chartering it. The proceedings which the South Carolina Railroad Company, has initiated are of course primarily

for its own benefit. It is not willing, nor could it with any propriety permit its resources to be diminished, or its traffic diverted without testing the rights of the proposed Columbia and Augusta Road. In defending, then, its own interests, it battles at the same time for the well-known policy of the State and city; and even in these almost hopeless times, of prostration and depression of public spirit, its officers are mindful of the expectations of the great men who, under protracted difficulties in the past, have worked out its career of usofulness to both the State and the city, and who will not be deterred from at least an earnest effort to realize those hopes in the no distant future, by the mischievons schemes of those who it may be have no South Carolina to live for-no aspirations for the future of old Charleston.

But it is contended that the South Carolina Railroad Company should have acted more promptly in contesting this right of the Charlotte Railroad extension. We must not forget that this proposed railroad was chartered in 1853, and that nearly ten years it had slept so quietly as to fail to excite in the breasts of its friends or its enemies the slightest hopes or the faintest aprehensions of its construction; and when, in

** was again revived, with faint prospects of mt as a military road, the utter hopefort to import iron or material lieved the movement of the 'al respect or attention. 'uring the war of

> ctations s of that ignorance

lina Railroad Company, and if there is responsibility anywhere for losses, to individuals or other wise, for subscriptions to illegal projects, let it rest with those who ignored the fact that a Railroad Charter is a public act, which it is expected that

But we refrain from further comment; the ques tion now to be decided is one of that class which emphatically belongs to the courts to adjudge-it is not a question of privilege but of right. But having noticed some remarks of the press, which perhaps unintentionally did injustice to the motives of the South Carolina Railroad Company, we have been at some pains to have prepared the leading points in the argument of our distinguished townsman, General James Conner, which we

append. As Sciicitor of the South Carolina Railroad Company, he has brought to the view of the court, in very able manner, the whole question at issue, and we commend it to the careful perusal of our readers, satisfied that they will find, that in this as in all other trusts committed to him, he has discharged his duty with marked ability.

The South Carolina Railroad Company es. The Columbia and Augusta Railroad Company. PORTER & CONNER for Complainants: ARTHUR, MELTON & MELTON, for Defendents.

ARGUMENT OF GENERAL CONNER. The pleadings in the cause indicate the issues submitted to the Court for decision. The essential allegations in the bill of Complainants are that the action of the Defendants is destructive of the chartered rights of the Complain-

ants, and that the charter of the Defendants im pairs the obligation of the contract previously made between the State and Complainants, and is therefore void. The rights of the Complainants are derived from and must depend upon the terms of their char-

ter. What that charter is will hereafter be shown. The question now to be considered, is how that charter is to be construed.

It is contended by the Defendants that the construction shall be most liberally for the grantor and most strictly against the grantee, and that the rules of construction applicable to monopolies

snan apply.

But this is not a monopoly. A monopoly is defined to be "an exclusive right granted to a few of something which was before of common right." It cannot be said that the right to construct Rail-It cannot be said that the right to construct Railroads ever was of common right, or that the grant
of this privilege to the Complainants, divested any
citizen of a right previously enjoyed by him. Even
if a monopoly, the question is not between the
monopoly and the citizens, but between one monopoly and another, for both these corporations
exist by virtue of the same power.

In cases of Royal Grants, where confessedly the
construction was always most strict against the
grantee, the intent prevailed, and the grant was
not limited simply to what was specifically grant-

grantee, the intent prevailed, and the grant was not limited simply to what was specifically granted, but included all that was necessary to the enjoyment of the thing granted. [Whistler's case, 10 Coke, 65; Sir John Molin's case, 6 Coke; The Church Wardens of St. Saviour, 10 Coke, 67; Eacon's Abridgment, Prerogative F.; Sutton Hospital, 10 Coke, 24 b.]

A distinction has also been drawn by eminent jurists, between Royal and Legislative grants, and a more liberal rule of construction applied to the latter.

But be the construction, strict or liberal, the cardinal principal of interpretation is the intent of

the latter.

But be the construction, strict or liberal, the cardinal principal of interpretation is the intent of the Logislature. The charter is the contract between the State and the corporation, and like any other contract "is to be construed to accomplish the intention of the parties, and in determining its different provisions a liberal and fair construction will given to the words, either singly or in connection with the subject matter." [Charles River Bridge case, 11 Peters, 420; Boulton vs. Bull, 2 Henry Blackstone, 499; Binghampton Bridge case, 3 Wallace, 73.]

The full strength of the Defendant's case can hardly be better expressed than in the language of C. J. Taney, in the Charles River Bridge case, and as it is the leading case on this branch of the law, and will probably be much relied on by the Defondants, it may be well to ascertain exactly what that case was.

what that case was.

The Charles River Bridge Company, and the War-

ombridge Company, were rival corporations, each cowning a bridge connecting Boston and Charlestown. The Charles Biver Bridge as the elder, endeavored to enjoin the Warron Bridge Company.

endeavored to enjoin the Warron Bridge Company.

The charter of the Charles River Bridge contained no grant of exclusive privileges. [11 Peters, 549, 549.] The effort was to imply exclusive privileges, [11 Peters, 539.] and to imply them against the expressed intention of the Legislature, [11 Peters, 551.] It was not a case of construction, but an effort to import words into the charter. The court divided. The case was twice argued and finally decided by a majority of one, Had there been words from which the intent to grant exclusive privileges could have been inferred, it is manifest that the court would have unanimously granted the injunction.

was accompanied with an express grant of excusive privileges.

The original design of the Legislature as expressed in the act of 1827, incorporating the Canal and Railroad Company, was for "the construction of a Railroad or a Canal, or a Railroad and Canal from the city of Charleston on the most practicable routes to each of the towns of Columbia, Camden and Hamburg." This was modified by the act of 1828, which directed the construction of a Railroad to Hamburg, with "branches thereof to Columbia and Camden." The act of 1828 did not prohibit independent and direct roads from Charleston to Columbia and Camden. On the contrary, it authorized them, but the preference evidently was for a main stem and branches, and after giving to the corporation the right to construct and main stem and branches, the act provides that "the right to make, keep up and employ such Railroads shall be vested in the company, herein and hereby incorporated exclusively."

By virture of this act, the connection of Columbia and Hamburg by Railroad, was authorized. Not any implied authority, but a positive, express authorization. The "branch" necessarily connected Columbia and Hamburg. It was physically impossible to construct the "branch thereof" to Columbia and Hamburg. It was physically impossible to construct the "branch contemplated by the act, without connecting Columbia and Hamburg, and all the railroads anthorized by the presenting Columbia and Railroad Company. To show this still more clearly, let us refer to the act of 1883, entitled "an act concerning the South Carolina Canal and Railroad Company, the preamble of which recites that "whereas for the public benefit the South Carolina Canal and Railroad Company, the preamble of which recites that "whereas for the public benefit the South Carolina Canal and Railroad Company. This act gives no powers or authority, but it recognizes the right of the Company to construct branches, be vested in the said Company.

This act gives no powers or authority, but it recognizes the right of the Com

This act gives no powers or authority, but it recognizes the right of the Company to construct branches, and donates land for that purpose. To ascertain what branches it refers to, we must turn to the charter, and the only branches there mentioned are branches to Columbia and Camden, and over every foot of track authorized by that are the explusive privilege extends.

act, the exclusive privilege extends,

To argue otherwise, is to place the Legislature in the position of granting to the Company the exclusive right to make, keep up and employ such Railroads, and yet at the same time reserving to itself the right to grant the same privileges to exact here.

No point is indicated at which the branch is to diverge from the main stem; that is left to the Company. It might have branched at Aiken or a few miles from Hamburg. Suppose this had been done and the branch continued thence to

been done and the branch continued thence to Columbia and on to Camden; would not such road have been clearly within the power given by the act, and would not the right to make, keep up, and employ such roads have been vested exclusively in the Company? The charter is too clear and explicit in its terms to justify a doubt.

Now, suppose this to have been done, and the road built, and Columbia and Hamburg thus connected, and the year after its completion the Legislature had charted a Railroad from Columbia to Hamburg, just such a road as the Columbia and Augusta Company now contemplate, would not the latter charter have been set aside as violating the prior, as impairing the obligation of the contract made between the State and the Canal and Railroad Company? So long as the Dartmouth College made between the State and the Canal and Railroad Company? So long as the Dartmouth College case stands as law, the answer must be in the affirmative; and why and how would such a charter impair the obligation of the previous contract? Because the road constructed under it would connect places already connected by a railroad, the exclusive right to make, keep up, and employ, which was vested in the Canal and Railroad Com-

It would be something more than a violation of the letter of the law. It would be a breach of good faith, that after the Canal and Railroad Com-pany had under the grant of exclusive privileges embarked their funds in the enterprise, had asembarked their funds in the enterprise, had assumed burdens, had solved the problem, and achieved success, and now expecting the rewards of their zeal and enterprise, that the Legislature should, at the moment of their success, cancel their exclusive privileges and allow to others an equal right to share in the profits of the traffic created by the founders of the enterprise.

And is not that in principle the case before the Court. Whether the branch should diverge one mile or fifty miles from Hamburg, is a question of survoys not of law, and is for the Company to decide. The essential fact is that the branch, wherever diverging, connects Columbia and Hamburg, and brings these two places into commercial communication with each other, and with Charleston, and facilitates intercourse between them all. To accomplish that, was the object and intent of the

and iscintates interconrect between them all. I accomplish that, was the object and intent of the Legislature. It was not one railroad but a network of railroads which the act contemplated, uniting in commercial intercourse the four commercial centres of the State, Charleston, Columbia,

Hamburg and Camden.

That this was the true scope and intent of the act, is clear from the 14th Section of the act. "The exclusive right to make, keep up, and use the railroads and transportation authorized by the act, shall be for the term of thirty-six years," and after the said term of thirty-six years shall act, shall be for the term of thirty-six years," and after the said term of thirty-six years shall have expired, though the Legislature may authorize the construction of other railroads or canals for the trade or intercourse contemplated herein, nevertheless the South Carolina Canal and Railroad Company shall remain and be incorporated and vested with all the estate, powers and privileges as to their own works herein granted, except the exclusive right to make, keep up, and use railroads over and through such parts of the country that shall so have expired by the foregoing limitation."

ing limitation."

The first section of the act contemplated trade The first section of the act contemplated state and intercourse between Columbia and Hamburg, and expressly authorized a road connecting them, and the 14th section is a clear recognition by the Legislature that until the expitation of the thirty-

"the Legislature plainly says to the company:
Embark your money in this enterprise; build the roads we have authorized you to build; connect the places we have authorized you to connect, and South Caro-

not." (11 Peters 547.)

Any road by the Louisville and Cincinnati Company which would have connected Columbia and Hamburg, or Columbia and Charleston, would have been in conflict with chartered rights already existing. An intention to violate chartered rights cannot be predicated of the Legislature. There is no warrant for it. The Legislation is consistent. The privileges and powers of each company were consistent with the fullest exercise of the prevents and privileges of the other. Not terminus at either end is indicated. The new company was to avail itself of existing roads

new company was to avail itself of existing roads as far as practicable.

To commence where the "projected" road of the Canal and Railroad Company terminated. To be in continuation of and not in conflict with it.

The Louisville and Cincinnati Railroad Company could bu ld a road "through the States of Kentucky, Tennessee, North and South Carolina." [See 178.]

But they could not pass beyond Columbia. Suppose that on reaching Columbia the Louisville and Cincinnati Company had attempted to continue their road, and tap the Hamburg road at Branchville. What would have been the response of the Canal and Railroad Company?

The exclusive right to build a branch from our road to Columbia is vested in us. The exclusive The exclusive right to build a branch from our road to Columbia is vested in us. The exclusive right to connect Columbia and Hamburg and Columbia and Charleston is vested in us. Our charter expressly gives us the right. Your charter gives you no such right. Your chartered rights commence where ours end.

Adhere to the limits of your charter, and the ights of both are preserved intact.
The rule that acts in part materia are to be so construed that efficacy shall be given to both, settles the question.
In December, 1833, the State incorporated an

the company, "The Columbia Railroad Company," and authorized it "to treat with the South Carolina Canal and Railroad Company for a transny," and authorized it "to treat with the South Carolina Canol and Railroad Company for a transfor of their right to construct a railroad between Columbia and some point on their railroad near Branchville," and on such transfer being effected, "all the rights, privileges and immunities and corporate powers vested in the South Carolina Canal and Railroad Company, at the time of such transfer, shall, so far as repects the railroad between Columbia and the point aforesaid, be vested in the Columbia Railroad Company, subject to the terms of such transfer." [8 Statutes, page 382.]

If confirmation were needed, here is the legislative admission of the exclusive right of the Canal and Railroad Company to construct the road from Branchville to Columbia, and the inability of the State to grant such right to another.

That the Louisville and Cincinnati Company had no right, under their charter, to construct a road from Branchville to Columbia is clear.

That they did build the road is also clear.

That the company was too prudent and saga-

That they did build the road is also clear.

That the company was too prudent and sagacious to have expended money on an illegal structure is equally clear.

Whence, then, did they get the right to build

the road?
They got it whence alone they could get it—from the charter of the Canal and Railroad Company.

By a strictly inductive process we reach this con clusion, and demonstrate it from the statutes, and the statutes aione. They exclude any other con-

we hight will rest in case tact, but he last show the logical process to be accurate. In 1834 a survey of the route from Branchville to Columbia was made by a committee of the citizens of Columbia, and a survey was also made by the Canal and Italiroad Company, with the view of constructing the branch authorized by their char-

Here then was the projected railroad referred in the act of 1835. In 1835 the Louisville and Cincinnati road was

In 1835 the Louisville and Cincinnati road was chartered.

In 1836 the commissioners appointed by the Legislature made their report, and that document shows conclusively that they regarded Columbia as the terminus of the road. [See pages 3 and 5.]

In January, 1837, the expediency of purchasing the Canal and Railroad Company was discussed.

In October, 1837, the first annual report of the President and Directors was made, and resolutions establishing Columbia as the terminus of the road and directing negotiations to be opened for the purchase of the Canal and Railroad Company were adopted by the stockholders. The committee (of which Chancellor Harper was chairman) who reported the resolutions in their report, concede the exclusive legal right to build a road from Charles-ton to Columbia to be in the Canal and Railroad

Company.
In September, [1838, the second annual repor In September, 1838, the second annual report was made. In it the President announced that the purchase of the Canal and Railroad Company, with all its privileges, had been effected, and that "since the purchase" the road from Branchville to Columbia had been "located." Throughout the report the road from Branchville to Columbia is regarded as a branch, and the "main trunk" of the Louisville and Cincinnail Road, as commencing at Columbia, and to be extended thence "through the centre of the State on to the Butt Mountain Gap. Here, then, independent of all reasoning, is the fact that uptil the Louisville and Cincinnati Company obtained the charter privileges of the Canal and Railroad Company they never even iocated their road from Branchville. Every foot of that road was built under the charter privileges of the Canal and Railroad Company.

Until 183 the two companies existed as distinct corporations.

It was not a new incorporation as in the act of 1842, repealed by the act of 1843. The South Carolina Railroad Company, as such, The name of the Louisville and Cincinnati Rail-road was changed to that of the South Carolina Railroad Company, and the Canal and Railroad Company merged in it.

By virtue of that, the Canal and Railroad Com-

By virtue of that, the Canal and Railroad Company was extinguished—lost its identity and corporate existence, and was absorped in the South Carolina Railroad Company, became part and parcel of it, and governed and controlled by the charter of the South Carolina Railroad Company.

In 1842 Colonel Elmore moved that an application be made to the Legislature for "an amalgamation" of the two charters. The next day he moved to expunge the resolution, and subsequently Mr. Mayzek moved that an application be made for a "merger" as it now appears in the act of "43. ly arr, any zer moved that an application be hade for a "merger" as it now appears in the act of '43.

The word merger was designedly used. It fifty expresses what was the intent of the parties and the Legislature. Its legal signification is "the annihilation by act of law of the less in the greater of two vested estates meeting in the same person." [Cruise's Digest, title 39.]

Cruise's Digest, title 39.]

If the Legislature had merged the one Company in the other, and stopped there, there would have been an absorption of the scale of the merged corporation, an extinction of its rights and privileges. Merger is only of estates, not of rights. But the Legislature goss on and gives to the South Carolina Railroad Company as an independent, subsequent grant, all the rights and privileges of the Canal and Railroad Company.

It was as if the Legislature had specifically incorporated into the charter of the Louisville and Cincinnati Railroad Company, those sections of the charter of the Canal and Railroad Company, which contained its powers and privileges, and then said to the South Carolina Railroad Company, this is your charter,

In many of the early Bank charters, powers and privileges were not specifically given in the act of

In many of the early Bank charters, powers and privileges were not specifically given in the act of incorporation. They were simply given the powers and privileges vested in the Plantors' and Mechanics' Bank, and the Union Bank.

That the South Carolina Bailroad Company, owns a road connecting Charleston, Hamburg and Columbia, each with the other, no one will deny.

That it has a charter will hardly be questioned. What is that charter, and when and where was it granted?

it granted?
The act of 1843 giving it its corporate name, contains no powers whatever; does not even incorporate it; contains not one of those provisions essential.

tial to its corporate existence.

Where are these to be tound? Clearly in the charter of the Louisville and Cincinnati Railroad Company, plus the powers and privileges added to that charter by the act of 1843.

It cannot be maintained that the charter of the South Carolina Railroad Company consists of a

union of the two charters.

The law of its corporate being must be clear and uniform, and in the two charters are inconsistencies, and contradictions innumerable.

That very condition of things did exist and the evils of it induced the application for a single charter governing the entire road, not an amalgation of the two, but a merger of the one in the

other.

Note the care and precision with which the union was effected.

The Louisville and Cincinnati Company were virtually the owners of all the road connecting Columbia, Hamburg and Charleston. The Logislaturo 1st. Changed the name. This placed the South

Carolina Railroad Company under the charter of the Louisville and Cincinnati Company. It was the old Company and the old charter, with a new name.
2d. They merged the Canal and Railroad Com-

pany in the South Carolina Railroad Company, Merger is annihilation and the Canal Company and its charter were extinguished.

The old charter of the Louisville and Cincinnati corporation.

Sd. They added to and vested in the South Caro-

lina Railroad Company all the rights, privileges and property belonging to the Canal and Railroad Company.
When the Legislation ended, not a line of the When the Legislation ended, not a fine of the charter of the Louisville and Cincinnati Company had been repealed or modified.

By virtue of the act of 1843, the South Carolina Railroad Company possessed the track from Charleston to Hamburg, and from Branchville to

Charleston to Hamburg, and the rights and privileges of the Canal and Railroad Company, and of the Louisville and Cincinnati Railroad Company.

Among these powers and privileges was the exclusive right to make, keep up, and employ a "branch" from Branchville to Columbia.

It is immaterial whether the South Carolina

Legislature that until the expiration of the thirtysix y-ars it had no power to authorize the construction of any other road for that trade or intercourse.

'he Legislature plainly says to the company:
Embark your money in this enterprise; build the
roads we have authorized you to build; connect

you shall have the exclusive benefit of all the trade and intercourse between them for thirty-six years as your reward.

Passing from the charter of the Canal and Rail-road Company we come to that of the Louisville and Cincinnati Railroad Company. The charter is not repugnant to that of the Canal and Rail-road Company. It does not contemplate a road between Charleston and Columbia. No authority to construction of a railroad from Charleston to Cincinnati. The first act upon the subject (1835) authorizes a "survey of the country between the Ohio River, near Cincinnai, and the railroad projected by the South Carolina Canal and Railroad Company." The act of incorporation says—"that for the purpose of establishing a communication by railroad" between the cities of Cincinnati and Charleston, &c.

The exclusive right to construct a branch from the main stem to Columbia had already been given to Charles of Cincinnati and Charleston, &c.

We concede that the 18th Section of the Legislature extended the stablishing a communication by railroad" between the Charles River Bridge case, "The existence of the Canal and Railroad Company, that is over the Charleston and Hamburg track and the Branchville track. They made it all their road governed by their charter over the Louisville and Cincinnati company, which would have connected Columbia and Charleston, would have connected Columbia and Hamburg, or Columbia and Charleston, would have connected rights already existing. An intention to violate chartered rights or restrict the operation of the 18th section of the year. Court to do what the Legislature declined to do. If they seek a middle course and attempt to limit or restrict the operation of the 18th section they must show that the Louisville and Cincinnati Company ever had the right to build the road from Columbia to Branchville under their charter; that the 18th section applied to that part of the road, and that the Legislature, in the act of 1843, limited it to that part of the road; and they can show neither.

neither.

That it was the intention of the Legislature to grant the most full and exclusive privileges is apparent, not only from all the Legislation touching the road, but from the circumstances existing at the time—the magnitude of the enterprise—the deep interest felt by all classes of the community in its success—the pecuniary liability of the State as a holder of its stock and endorser of its bonds.

The company had barely survived the severe financial trials of 37. It is hardly probable that the State, with so great a pecuniary interest in the success of the road, would, at the moment of its completion, and when its resources were about to commence, have limited or restricted any of the exclusive privileges, upon the maintenance of which its success depended. A road, whose object was to divert traffic from the South Carolina Railroad Company, would then have met with but little favor. The Legislature was prepared to grant almost anything that would render the enterprise successful. To insure unity, simplicity and economy of management they placed the entire enterprise under one charter, and extended that charter over the whole road without the limitation or restriction of a single exclusive privilege.

It may have been a mistake. The Legislature may not have acted with sufficient sagacity and prudence. But the question is not what they ought to have done, but what they have done. The Court is to construe contracts, not to make them.

Experience may prove that the contract was incautiously made, "but it is like any other contract made by competent authority; and binding on the parties; nor can the people or their representatives by any act theirs afterwards impair its obligation." [Ohio Life Insurance Company vs. De Bolt—16 Howard, 428.]

The exclusive privileges of the South Carolina and neither.
That it was the intention of the Legislature to

Dy any act theirs afterwards impair to songacton.

[Uhio Life Insurance Company vs. De Bolt—16 Howard, 428.]

The exclusive privileges of the South Carolina Railroad Company are vosted in it by charter, and that charter cannot be repealed, altered or amended by the Legislature unless the power to do so is reserved in the original grant. [Dartmouth College Case—4 Wheaton; Binghampton Bridge Case—3 Wallace, 73.]

We have now shown—

That the exclusive right to "make, keep up and employ" a railroad from Charleston to Hamburg and "a branch thereof" to Columbia was vested in the Canal and Railroad Company.

That the Louisville and Cincinnai Railroad Company never did have any charter right to construct a road from Branchville to Columbia,

That before they even located their road they purchased the charter rights and privileges of the Canal and Railroad Company.

That under those charter rights alone could the road legally be built.

That the Louisville and Cincinnait Railroad Company being owners of the road from Charleston to Hamburg and of all the sharter rivinees of the

road logally be built.

That the Louisville and Cincinnati Railroad Company being owners of the road from Charleston to Hamburg and of all the sharter privileges of the Canal and Railroad Company, alone had the right to build the branch to Columbia.

That the Legislature in 1843 merged the Canal and Railroad Company in the South Carolina Railroad Company; extended the charter of the Louisville and Cincinnati Company over the entire road of the South Cirolina Railroad Company, and added to it the exclusive privileges of the Canal and Railroad Company.

That the eighteenth section of the charter of the South Carolina Railroad Company forbids the construction for thirty-six years of any road connecting places on their road.

That the privilege added to their charter by the Act of 1843 is the exclusive right to make, keep up and employ a railroad from Charleston to Hamburg, and a branch thereof to Columbia, and thus—

That whether the exclusive right of the South Carolina Railroad Company is referred to the one charter or the other, it is equally given under

Be the argnment well or ill-founded, cone Be the argiment well of in-lounced, consents that the Legislature had the right to charter the Columbia and Augusta Road, that it does not impair the obligation of the contract, the question still recurs, have not the Columbia and Augusta Company so acted under their charter as to violate

Dany? Their charter, like any other law, must be con-Their charter, like any other law, must be construed subject to existing laws; must be consistent with, and not in antagonism to, existing rights; otherwise prior in tempore pottor in jure.

Concede that they have the charter right to build a road from Columbia to Augusta, they must so exercise the right as not to violate the rights of others.

Sic utere two applies not merely to injuries to property, but includes injuries to rights. [Jeffries vs. Williams, 5 Exchequer 597.]

It cannot be denied that the right to make, keep up and employ a railroad from Charleston to Hamburg is exclusive in the South Carolina Railroad Company.

No matter whence they derived it, they have it. The exclusive right attaches to every foot of the

No matter whence they derived it, they have it. The exclusive right attaches to every foot of the track. Otherwise, this follows: that although admittedly the State could not charter a road from A to C, she might charter a road from A to B, and from B to C, and do indirectly what she gould not do directly. The conclusion demonstrates the fallacy of the reasoning,

No matter how short the distance a parallel and competing road traverses, to that extent it de-stroys the exclusive privilege. The distance simply measures the quantum of

amage. The State could not grant a charter for a road The State could not grant a charter for a road from Granitoville to Hamburg.

Can the Columbia and Augusta Company, without any authority under their charter, do that which the State could not give them power to do? Under their charter their power is simply to construct a road from Columbia to Augusta. There is no authority given to them to construct their is no authority given to them to construct their is no authority given to them to construct their road via Graniteville, there is no necessity for them to go via Graniteville, and they deflect from their

to go the Grantevine, and they easier the them then proper route in so doing. They can exercise their full chartered rights without infringing the rights of others. They deviate to infringe.

The direct route may be more costly at the outset. Experience has shown that in the end the most direct is the most economical route. But I the question of greater or less cost cannot enter into the discression. It was a matter to be considered betion of greater or less cost cannot enter into the discussion. It was a matter to be considered before initiating the work. There was no obligation upon the company to build the road, but there is an obligation not to violate the rights of others. In the leading case of the Charles River Bridge and the Warren Bridge (Il Peters) both corporations were chartered for the same purpose with the same privileges, and by the same authority. No exclusive privileges were granted to the first corporation, and the question was whether the State, by the first grant of power, had so divested herself of her govereignty quoad that subject matter as to deprive her of the power of granting equal privileges to another.

leges to another.

In that case there were no exclusive privileges. In that case there were no excusar a parameter, there there are. There the contest was between the conflicting charters; here the contest is between a corporation with a charter authorizing the road from Graniteville to Hamburg—and a company having no authority to construct a road from having no authority to construct a road from Granitoville to Hamburg, between a charter and Granitoville to Hamburg, between a charter and a trespass, and the common law doctrine applies with its full force. [3 Blackstone's Commentaries, 219; Yard vs. Ford 2 Saunders, 174; Huzzy, vs. Field, 2 Crompton, Millson & Roscoe, 492. The Islington Market, 3 Cl. & Finn, 513; Gibbons vs. Ogden, 4 John Ch., 150; Turnpike Co., vs. Miller, 5 John Ch. III.; Stark vs. McGowan, 1 Nott & Ma. 387.

Mc., 387.]
If the Columbia and Augusta Company could
If the Columbia and Augusta Company could If the Columbia and Augusta Company count ont build the road from Graniteville to Hamburg, with a charter authorizing it, a fortori, they cannot do it without such authority.

It is alleged, by the defendants, that whatever may be the rights of the complainants, they have been lost by laches and lapse of time.

So far as the projected road from Graniteville to

Hamburg is concerned, the objection may be at once disposed of. That road, so far as we are informed, is not yet definitely located—certainly no work has been done upon it, and we are amenable to the charge of unseemly haste rather than to that of laches. Nor is there any much better foun-dation for the charge of laches with reference to

dation for the charge of laches with reference to the rest of the read. As yet no darnage has accrued to the South Carolina Railroad Company. There is only a possibility of damage. No right of action has yet accrued at law; and it is somewhat anomalous to hold that although sufficient time has not elapsed to give a legal right of action, the equitable right of action is barred by lapse of time. The better doctrine, we apprehend, is that equity follows the law, and bars him who is barred by Lisson the Law. [Story Equity Jurisprudence, Sec. 1520 notes.] The read question is: Has the Columbia and Augusta Company the right to build their road? If they have, the South Carolina Railroad Company must submit as ny tho right to build their road. It they have, the South Carolina Railroad Company must submit as best they may to the competition. If they have not, then they have made a grave mistake in embarking their funds in an illegal undertaking. It was their duty to have ascertained their rights was their duly to have ascertained their rights before they expended their money. If they have been mistaken as to their rights, they must, like other men, bear the burden of their mistakes. However inuocent their mistake, they cannot ask the Court to shift the burden of their errors from themselves to the South Carolina Railroad Com-

COMMERCIAL.

MATANZAS-Per Br schr Alert-98 hampers Bottles cases Vials, 10 casks Wine, 7 cases Porcelain, 35 bbls Rosin, 15 bbls Spirits Turpentine, 100 cases Claret. OSTON—Per schr Marian Gage—20 bales Upland Cotton, 6 bales Cotton Wasto, 203 bbls Spirits Turpentine, 50 bbls Rosin, 41 bales Paper Lags and Rope, 331 tons Old Iron, Metal, &c, 1 box Ropo, 10 rolls Matting.

EW YORK—Per steamship E B Souder—11 bage S I COtton, 628 bales Upland Cotton, 308 bbls Rosin, 90 bbls Rosen, 90 bales Domostics, 50 casks Kaolin Clay, 204 bbls Vegetables, 116 packages Sundries, 14 rolls Leather, 1 bale Waste, 18 pigs Lead, 2 casks Wax... Per steamship Manhattan—20 bags S I Cotton, 703 bales Upland Cotton, 591 bbls Naval Stores, 436 bbls Vegetables, 307 empty Barrels, 63 cases Mdzo, 37 bales Yarn.

OFFICE OF THE CHARLESTON DAILY NEWS, CHARLESTON, Saturday Evening, May 18, 1867. There were but few buyers on the market, and the de nand was quite light. Sales 32 bales, viz: 5 at 20, 3 at 23, 13 at 24, 11 at 251/2. We omit quotations.

Augusta Market.

AUGUSTA, May 18—FINANCIAL—Gold.—Brokers are buying at 135, and selling at 137.

SILVER.—Brokers are buying at 128, and selling at 131.

SECURITIES.—Georgia Railroad Stock sold at 66 and 67.

COTTON.—The market has been extremely quiet today, and sa'es have been limited. To effect sales holders would have to take ½c. less than yesterday's prices but there seems to be a mutual holding off of buyes and sellers. Sales amounted to 80 bales, as follows; 7 at 22, 2 at 22½, 2 at 29, 14 at 25, 29 at 25½, and 26 bales at 26 cents.

Receipts, 46 bales.

Mobile Market.

Augusta Market.

MOBILE, May 15.—Corron—A good demand has existed throughout the day, resulting in sales of 1000 bales. The market opened at 25c, but on receipt of more favorable accounts from Liverpool factors advanced their ideas, and at the close purchases could not be effected below 50.45. below 25%c.
MONETARY AND FINANCIAL—There has been a fai amount of business in Domestic Exchange to-day at the following rates: New York Sight checking par, and ½2½ discount buying. New Orleans Sight ½ premium.

Sterling is quoted 144a145 for sixty day bills, and 145 for sight.

Gold is scarce and tending upward with New York ad-

New Orleans Market.

823,813

Wilmington Market, WILMINGTON, May 18.—TURPENTINE—In moderate request and market steady. Sales of 675 bbis at \$3 60 for Virgin, \$3 for yellow dip, and \$1 for hard, per 280 lbs. SPIRITS TURPENTINE—Sales of 19 bbis at 51e, 105 do at 64e, and 35 do (city distilled, in New York bbis,) at 55c per 1910.

per gallon.

Rostn—Sales of 490 bbls at \$2,80 for Common, \$3 for Strained, \$3 12½a3 26 for No. 2, \$3 75a\$4 25 for No. 1, and \$4 50a5 50 for Pale, all per 280 lbs.

COTTON—A small percel sold at 24c for Middling.

No other transactions reported.

Baltimore Market.

BALTIMORE, May 16.—Coffee.—We report to-day sales of 1,019 bags lilo, ex Bremen brig Leopoidine, 1,280 bags 60., ex Grey Eagle, both on private terms, to go West; 250 bags Rio 17 cents, gold, and 60 bags do. 17½a19 cents.

COTTON—Was in demand to day, but buyers' and selera' views apart. Some small seles were effected at 25½ cents for low Middling, and 27 cents for Middling, but held generally at 28 cents.

FLOUR—Some holders were anxious to sell low grades of Super and Extra but buyers are slow to take hold. Shippers keep out of the market, and the jobbers and retailers buy only for immediate wants. Sales necessarily are confined to small lots; included were 50 bbls. Araba Family at \$17.50. We repeat last quotations, though for common descriptions weak:

Howard-street Super and Cut Extra. \$11 50 @\$12 50 Howard-street Fairts Shipping. 13 00 (a) 14 00 Howard-street High Grades. 14 50 (a) 15 00 Howard-street Fairts. 11 50 @\$12 00 Ohio Super and Cut Extra. 11 50 @\$12 00 Ohio Extra Shipping. 00 00 @\$0 00 00 Ohio featiling. 00 00 @\$0 00 00 Ohio Family. 15 00 @\$15 00 Howard-street Fairts.

Northwestern Super..... Northwestern Extra..... City Mills Super City Mills, Standard Extra. City Mills Shipping brands Extra. Baltimore, Welch's, and Greenfield 15 50 @ 17 00

PETROLEUM—Market dull; no buyers; quotations nominal.
PROVISIONS—Bulk Meats are steady; we report sales of 30 hhds Shoulders, packed, at 8%c; 20 hhds rib Sides 10%c; 30,000 pounds loose do 10%c. Bacon continues in fair jobbing demand at 10a10%c for Shoulders; 12a12%c for rib Sides, and 12%a12%c for clear rib—inside figures net cash, and outside on orders. Hams 16%a17c for sugar cured canvassed, and 15a16 for plain. Meas Pork held at \$13 75; prime mess \$22 and scarce. Lard 13a13%c for city and Western tierces; retail lots %c higher.
RICE—Unchanged; quote holders firm at 11a11%c for Carolina, and 9%a0%c for Rangoon.
SALT—Liverpool Salt is in steady demand for lots from dealers, and prices firm at \$3 10a8 20 for fine, and \$2 20 for Ground Alum. Turk's Island unchanged; quo e 62a 65c % bushel for lots from store.
SUGAR—Was again in demand to-day, principally for refining, with sales of 381 hhds, 28 tierces, 2%bls Cuba at 10%a10%c for fair to good, and 10% for prime; also sales 75 hhds Porto Rico, grocery, at 10%a11%c. Market closed firm.

closed firm,
WHIRERY—We report sales within the past few days
amounting to 370 bbls country and Western in bond, at
20c for the former and 30c for the latter.

MONEY MARKET.

The New York Evening Post of Thursday, May 16

The loan market is a shade closer without change in rates. Call loans on governments are making at 4a5, and on other collaterals at 5a6. Commercial paper of the best grades is acaree and passes at 6a6%. The SubTreasurer is not buying quite so many seven-thirties today, as the price, 106% for the August series, is rather below the views of holders. The disbursements from the Treasury are consequently rather lossened.

PRODUCE MARRET.

NEA YORK, May 16—Frour, &c.—The market for Western and State flour is quiet, prices are 1022e lower, and in some cases 25c off.

The sales are 4600 bbls at \$10 90all 90 for Superfine State; \$12 45al4 40 for Extra State; \$12 60al3 50 for the low grades of spring wheat Western Extra; \$13a60 al4 75 for shipping Ohio; \$15al6 10 for trade and family brands of Ohio, Alichigan, and Indiana, and \$16 3al9 40 for St. Louis ex ras.

California flour is lower, nominal and unsettled at the close, Sales of 250 bbls and sacks at \$16 40al7 25.

Canadian Flour is dull and 10c lower. Sales of 125 bbls at \$15al6 40 for the lower grades of extra, and \$15 50al 17 25 for trade and family brands.

Southern Flour is dull and 10c lower. Sales of 100 bbls at \$13 66al3 15 for common to fair Baltimore and country extras, and \$15 30al8 for trade and family brands.

Rye Flour is lower. Sales of 530 bbls at \$3 70al 50.

Corn Meal is dull. Sales of 400 bbls Western on private terms.

nominally lower. Millers are contending for lower price and dealers are spart in their views. Barley is inactive and nominal.

Barley is inactive and nominal.

Oats are more active and prices are 2a3c higher, closing strong. Sales 70,000 bush Western at 82½a85c, and State at 89a91c.

Ryo is rather firmer. The sales are 22,000 bushels western at \$1 68a1 72; free Canadian at \$1 75, bended do

western at \$1 68a1 72; free Canadian at \$1 75, bonded do at \$1 54.

Corn is decidedly better and in active speculative demand. The inqury is fair, partly for investment. New is mainly taken for export. We notice the first arrival by canal, consigned to Messers. Thos. W. Griffin & Co.

The sales are 120,000 bushels new western mixed at \$1 17a1 25 at railroad depot and delivered; old do, \$1 25a 1 30 in store, \$1 25a1 30 affoat, closing strong; southern white at \$1 23a1 25; do yellow at \$1 25/4a1 27.

Provisions—The pork market has been more active at higher figures, but closes rather weak. For future delivery we note 1000 bbls mess at \$23 20a23 25, seller sixty days. days.

The sales, cash and regular, are 3800 bbls at \$23 15a 23 25 for new mess; \$22 75 for thin mess,
Beef is firm and moverately active. Sales of 125 bbls at \$13316 for common to fair plain mess; 17a21 for good to choice do, and \$21a25 for extra do.

Tierce beef is quiet.
Beef hams are steady. Sales of 35 bbls at \$44 for Craulu's.

ragin's.
Cut meats are in very 'air demand and firm. Sales of 530 packages at 834294c for dry salted shoulders, the latter for choice repacked; 1014c for pickled do; 124c for dry salted hams, and 13%1144c for pickled do. Bacon is fairly active and steady. Sales of 315 boxes at 11% for short rib; 12%c for short clear, to arrive; and 11% for short rio; 12%c for short clear, to arrive; and 15,000 pounds loose short rib at 11%c.

Lard is steady and has been very fairly active. Sales of 1300 bbls and therees at 12%a12%c for No. 1, 13a13%c for city, 13%a13%c for fair to prime steam and kettle dried; 13%u13%c for kettle rendered; the latter rate for

dried; 13½a13½c for kettle rendered; the latter rate for small lots.

Corron—The market is quiet, and prices are firm and somewhat irregular. The domand is not very brisk, We quote middling uplands at 28½a29c, and do New Orleans and Texus at 29½a30c.

HAY—The demand is int and the market firm at \$1.75 for shipping, and \$1.90a2.10 for retail lots.

Molasses—Is in fair demand at full prices,

RICE—Carolina is firmer; the stock is small. Sales at 10½a12½c. Rangoon in moderate demand. Sales at 9½a9½c.

103gc for hards.

WHINEY—The market is firm. Sales of 600 bbls at 324,338 for Western in bond.

FREIGHTS—To Liverpool, 300 bbls pork at 18 d, and per steamer 1000 boxes cheese at 27s 6d, and 300 packages butter at 27s. To Glasgow, per steamer, 200 packages butter at 27s. To Glasgow, per steamer, 200 packages lard ou private terms. To Bremen, 100 tons cedar wood at 15a An Italian bark with 36,000 bushels corn to Londonderry at 4s.

BUTTER—Is dull and heavy. We quote Goshen and Orange County pails, per lb, new, 30a32c; State firkins, good to prime, new, 28a30c; State half-firkins, medium to prime, new, 29a32c; State firkins, common and tair, 14a16c; State Welsh tube, fair to prime, 16a20c; Western reserve, good to choice, 12a14c; Western reserve, common to good, 11a12c; Northern Pennsylvania 16a20c.

Consignees per South Carolina Ratiroad May 18.

385 bales Cotton, 37 bales Mdze, 11 bbls Crude Turpentine, 20. casks Cisy, 2 cars Wood, 2 cars Cattle, 1 car Sheep, &c. To R R Agent, Street Bros & Co, M Goldsmith & Son, P Mulkai, A Bischoff, G W Williams & Co, b F Russey, C N Averil & Son, Willia & Chisolm, J D Aikon & Co, E H Rodgers & Co, G H Walter & Co, W B Williams, Adams, Frest & Co, W C Bee & Co, F C Mey, W Smith, P W Morris, W Roach, H Kuck, A Robinson & Co, J & D Kirkpatrick, Thurston & Holmes, J M Caldwell & Sons.

Passengers.

Per steamship Emily B Souder, for New York—W S Powers, H Oetjen, Mrs Jacob Stackley, Miss Eliza Stackley, Dr St J Ravenel, Capt J M Carson, J H Seebeck, lady and child, Miss Mary McAllister, Miss Eliza H Schofield, J E Bingham, J E Dodge, J Terry, J Clancey, Capt Oliver Amsbury and lady, Miss A L Harrison, Mrs M T Campbell, R Ross, G Ross, F Croghan, P Lawler, F M Murchison, W H Campbell, G W Knox, T B Breare, D Cauter, J Hesemian, C O Trumbo, J Hayes, Mrs Levy, T Collins, Mrs Lawler and child, P O'Mars, J Power, Mrs J H Moore, G Magbaum, Miss Margaret Moore, Joseph H Moore, B Moore, G Schroder and lady, H Eames, C A Calvo, Jr, C Tyrer, D Wigton, J O'Connor, J H Ray, M Crooker, W Gormley, F H Kokenmuller, J McMahon, P Whelan, Mrs Cyndio Symmons, Mrs Sharpe, P O'Brien. Per steamship Manhattan, for New York—R E Hudgins, Mrs Hudgins, Mr Noyes and lady, Miss Charles, Miss C Stewart, Mrs G Woodruff, Miss Eloise Sigwald, T McCabe and lady, O Archer, lady and child, C Mehrtens, Mrs Speights, Miss Julia Pepper, Mrs G Waterhouse, Mrs R Mehrtens and 2 children, Mrs Ecolls, R Mehrtens, H Boctger, Mrs Hutchings, Miss Hutchings, S Hutchings, Major J K Alley, J Teckinoberg, lady and children, J H Haeglop and lady, Mrs A L Scovill, Miss Scovill, W Johnson, Miss Stovall, S Meyer, Miss R Isear, Mrs Jane Kenny, Miss T Schrouster, T Draper and lady, G E Hudgins, P Hays, Jr, N Hubbard, A B White, E M M Hooper, D Fuller, Mrs Fuller, Miss Fuller, G F Ricker, T M Wright, Col S H Hoffman, Mrs Hoffman and servant, J H Baggett and lady, Major E L Dane, A Force, G R Whitridge, Mrs H Hays, B Feldman, J K Cilley, P Casoy, J Asher, L Kavanagh, W Welch, J Slamon, Mrs Slamon, J Seymour, O Finnegan, E Matts, R C Clarke, R B White, A James, T C Walker, L L Williams, K B Anderson, Miss Edwards, G R Whitridge, and 9 steerage.

Per steamship Moneka, from New York—Mrs M J Mikell, A R Brown, D Briggs, J Douglas and wife, J Luckie, C J Demarest, J Waldron.

Per steamer Fannie, from Savanaah via Beaufort, Hilton Head, &c—C Wilson, R Colya Passengers.

ton Head, &c.—C whisen, it Colyar, A Manie, it Gille-ple, and 10 deck.

Per steamer.W W Frazier, from Edisto and Rockville— J G Cranc, Col W.L. M Burger, M Whaley, W Gregg, Ma-jor M B Moses, Mrs W Whaley, Mrs S T Gaillard, Mrs M L Dubose, and 9 deck. PORT CALENDAR.

CORRECTED WEEKLY. PHASES OF THE MOON.

New M. 4th, 2h. 20m. morn | Full M. 18th, 8h. 32m.morn

Nest O. 10th, 3h. 44m. even | Last Q. 26th, 0h. 2m. even 23 Thursday. 4 Friday. . 5 Saturday.

MARINE NEWS.

PORT OF CHARLESTON Arrived Saturday.

Steamship Moneka, Marshman, New York—left Wednesday, P. M. Mdya. To Willis & Chisolm, Adams Express, Adams, Damon & Co, O N Averill & Son, J E Adger & Co, M & A Ashton, H Bischoff & Co, Budd & Blake, Block & Loyns, J B Betts, Bolimann Bros, C Berbusse, E F Benedict, E Bates & Co, Cameron, Barkley & Co, W H Chafee, T M Cater, Courier Office, J C H Claussen, W S Corwin & Co, H Cobis & Co, J W Carmalt, J B Duval & Son, M Drake, B Fass, B Foloy, B Feldman, I L Falk & Co, Ferguson & Holmes, Gruber & Martin, Gibbes & Co, J H Graver, H Gerdts & Co, Clacius & Witte, C Goldstein, W P Hall, W B Herlot, Hart & Co, C J J Chinson, A Iffling, T Kelly, Rilmck, Wickenberg & Co, J P Kelp, H Klatte & Co, King & Gibbon, J & W Rnox, Laurey & Alexander, C Litschri, Lengnick & Sell, Mantoue & Co, Muller & Nimitz, T Murphy, J B McElhose Melchers & Muller, J H Muller, W Matthiessen, Agent, W McComb & Co McLoy & Co, Norto, Steel & Wardell, Ostendorff & Co, J F O'Nelll & Son, C P Poppenheim, D Paul & Co, M M Quinn, E A Roye, J R Read & Co, J Russell, Southern Express Co, Street Bros & Co, J Small & Co, W Mscheleford, Strauss, Vances & Co, G W Steffens & Co, Tat. & Howland, Ufferhardt & Campsen, J Walker, F Weyhman, Wuhrmann & Lillienthal, Werner & Ducker, M J Zernow, F H Abbott & Co. L Wagner, C K, Huger, Col Low, N Levin, Jr, Col G A Williams, J S Terry, H L Jeffers & Co, A H Haydon, P S Holmes, J B Steol, Dr N A Pratt, E H Rodgers & Co, Fuller, Lee & Co, Stoll, Webb & Co, H Haydon, P S Holmes, J B Steol, Dr N A Pratt, E H Rodgers & Co, Puller, Lee & Co, Stoll, Webb & Co, Macullar, Williams & Parker.

Steamship Sea Gull, Dutton, Baltimore—left 15th inst. Mdze. To Mordecai & Co, D H Silcox, H Cobla & Co, J Mertens, H Bischoff & Co, H Clack & Co, Stoll, Webb & Co, H Badenhop, J A Cook & Co, J H Graver, Thurston & Holmes, W Marscher, Grasser, Lee, Smith & Co, Co, Franke, C K Huger, Rey W B Yates, G W Steffens & Co, Porcher & Henry, R M Butler, Lee, Smith & Co, C D Franke, C K Huger, Rey W B Yates, G W Steffens & Co, Forcher & Henry, R M B

others,
Brig A Bradshaw, Wecks, New York, 9 days. Railroad
fron and Hay. To Chisolm Bros, N.E. R. B. Co, and
Order,
Schr Moses B Bramhall (3-masted), Hussey, New York,
8 days. Elay and Railroad Iron. To the Master, N.E. B.
R. Co, U.S Quartermaster.

Arrived Yesterday. Steamship J W Everman, Tuttle, Philadelphia—left Thursday, P M. Mdze. To H F Baker & Co, Railroad Agent, Hart & Co, Southern Express, T Claffy, Col D Saint, L Drucker, Western & Atlantic Railroad, T A Be-mish & Co, Cameron, Barkiey & Co, Cathcart, McMill an mish & Co, Cameron, Barkiey & Co, Cathcart, McMillan & Morton, B S Rhett & Son, W Rosch, J Slattery, Bruns & Bec, P Walsh, W G Trott, Rev Dr Bachman, B Johnson & Co, C K Huger, Mrs C T Mackey, Gag Co, E Somers, J A Roberts, W J Yates, Adams, Froet & Co, Mrs E Cole, J M Fegar, W Brookhanks, G W Aimar, J F Taylor & Co, E B Dawson & Jo, L Weiskopt, L Lorentz, Stenhouse & Co, W H Schaeffer, M Dowd, J H Vollers, Jeffords & Co, T M Cater, C P Poppenheim, Central Railroad, B O'Nelli, J H Jungbluth, S C R R Co, Chisolm Bros, M Tower, M C Geraghty & Deignan, J B Duval & Son, J Coggrove, Gruber & Martin, W G, G W Williams & Co, Klinck, Wickenberg & Co, I E Hertz & Co, Holmes & Calder, O N Averill & Son, E H Kellers & Co, Mrs M E Bogonio, and others.

Ship Golconds, Lovett, Baltimore, 7 days, Ballast, To the Master. Touched to take on board passengers for Liberta,

the Master. Touched to take on quarta passengers for Liberia.

Schr J & Lee, Burnell, Richmond, Va. 4 days from the Capes. Corn. To W Roach, R R Agent, J N Robson, and Order.

Schr Golden Gate, Blasland, Baltimore, 5 days from the Caped. Corn. To Mordecai & Co.

Steamer Fannie, Vincent, Savannah, via Beaufort, Hilton Head, &c. 1 bala Cotton, and Mdze. To Ferguson & Holmes, W H Harrison.

Steamer W W Frazier, Torrent, Edisto and Rockville.

Mdze. To J & T Getty, and others.

Cleared Saturday. Steamship E B Souder, Lebby, New York-Ravenel & Co. samship Manhattan, Woodhull, New York—Street Bros

& Co. Br schr Alert, Mann, Matanzas—J A Enslow & Co. Went to Sea Saturday. Steamship E B Souder, Lebby, New York. Went to Sen Yesterday. From this Port.

Steamship Falcon, Reed, Baltimore, May 18. Schr Eleanor T.—, Fooks, Baltimore, May 16. Up for this Port. Schr S C Evans, Hammond, at New York, May 16. Cleared for this Port. Schr L L Tapley, Perkins, at New York, May 16.

The Spanish bark Ciscar, for Barcelons, and steamer fanhattan, Austin, for Wilmington, Del, which started o proceed to sea, have come to an anchor in the Roads, n consequence of strong easterly winds.

The schr G W Carpenter, Fitzgeraid, from Rockport, Me, for this port, with a cargo of lime, stone and hay, was ashore on Body Island on the 17th inst. The schr Whitney Long, Hayes, from Boston for this port, was at Newport, B 1, May 15. The 3-masted schr Herry Landell, Wilder, frem Charleston, with a carge of lumber for Newport, R I, before reported ashore at Rockaway, has been got off apparently not much damaged, after landing the deck load on the

LIVERPOOL, May 1.—2120 bales have been forwarded here from the Confidence, from Charleston, on shore at Fethard; 85 bales are now on the quay at Duncannon, and the remainder, 98 bales, and a few packages of loose cotton, remain on board.

LIST OF VESSELS UP, CLEARED AND SAILED FOR THIS PORT. FOREIGN. The J Coming, Hookaway, sailed April 16 DOMESTIC. Brig Abner Taylor, Lowell, cleared. Schr Jesse L Leach, Endicott, cleared.... The Whitney Long, Hayes, cleared..... Schr Bergen, —, up.... Schr David Faust, Lord, up...... Schr Myrover, Hughes, up.
Schr S C Evans, Hammond, up.
Schr L L Tapley, Perkins, cleared.

M. M. QUINN. Wholesale & Retail Dealers

Schr Foaming Sea, North, cleared.

BOOKS, PERIODICALS. NEWSPAPERS, STATIONERY, ETC. No. 527 KING STREET (Opposite Ann street),

Charleston, C. S The LATEST ISSUES of the Press always on hand.
Subscriptions received and Goods delivered or
warded by Mail or Express.
All CASH ORDERS will be promptly attended to.
February 28 DAVEGA, YOUNG & McKENZIE

LAW AND COLLECTION OFFICE, Nos. 39 and 40 Park Row. ISAAC DAVEGA.
GEORGE B. YOUNG,
GERARD L. MCKENZIE, HAVING SDUCEEDED TO THE VORKION COLLEC

TION BUSINESS of Mesars. BIRNEY, PARB.
TIBS & FLANDERS, we will attend to the collection of
past due and maturing claims throughout the United
ates and Octable.

GOMMISSIONERS FOR ALL THE STATER,
January : THOS. R. AGNEW,

IMPORTER AND DEALER IN Fine Greceries, Choice Tens, etc., etc.

Nos. 260 4 262 GREENWICH-ST., COR. OF MURRAY

Kerrmber

DRUGS, CHEMITALS, ETC. SARATOGA "EXCELSIOR" SPRING WATER

THE WATER OF THIS SPRING IS BELIEVED TO

THE WATER OF THIS SPRING IS BELLEVED TO be unequalled by that of any other in the far-famed valley of Saratoga. Its virtues are such as have secured it the high encomiumsof all who have used it, possessing, as it does, in an eminent degree, exthartic, diurctic, alterative and tonic qualities.

From SAMUEL HENRY DICKSON, M. D., Professor Practice of Physic, Jefferson Medical College, Philadelphia, formerly of Charleston, S. C.:

PHILADELPHIA, November 15, 1865.

I have been for a year or more past in the habit of taking the water of the "Excelsior" Spring of Saratoga. Accustomed during the great portion of my invalid lits to use the different waters of the several fountains which boil up along that remarkable valley, dependent, indeed, upon them for much of the comfort I enjoy, I am satisfied that the Excelsior Water is as well adapted as any other among them, if not more so, to the purposes for which they are generally employed. It is very agreeable, strongly impregnated with the carbonic acid, lively and sparkling. * * * I can heartily and conscientiously recommend it to all who need a gentle cathartic and diurctic.

SAMUEL HENRY DICKSON, M. D.

The Water is put up in Pint and Quart bottles, and packed in good order for shipping, Pints in boxes of four dozen each, and Quarts in boxes of two dozen each

SOLD AT WHOLESALE BY GOODRICH, WINEMAN & CO.,

Importers and Wholesale Druggists. No. 153 MEETING STREET,

> OPPOSITE CHARLESTON HOTEL DOWIE & MOISE. No. 151 MEETING STREET,

FEMPUS CURANDI DIFFER NON IN ANNUM

RODRIGUE'S PULMONIC BLIXIR SPECIFIC.



FOR THE CURE OF CONSUMPTION, PAINS IN THE CHEST AND SIDES, DIFFICULTY IN BREATHING, BRONCHITIS, CATARRH, ASTHMA, COUGHS, HEMORRHAGE, and all affections of the Lungs.

This great r-vivifyer is offered to the public, that all who will avail themselves of its remedial power may be benefitted.

benefitted.

It only requires a fair trial to confirm its invaluable agency in diffusing through each change of the human organization a restored vitality. It invigorates and embues the Lungs with healthful elasticity; restores warmth, which is their essential element; rouses the singular restored in the manufacture and the organization a restored vitality. It invigorates and embues the Lungs with h-althful elasticity; restores warmth,
which is their essential element; rouses the sluggish vessels into activity; heals the affected lobes; purifies and
enriches the blood; regulates the circulation; induces
free and easy respiration, and expels, through its administration, each and every concomitant disorder present in
the m-lady recognized as Consumption, and hitherto
deemed hopeless and incurable.

This compound is perfectly eafe, possessing neither
narcotic nor emetic properties, which unfortunately are
always employed as essentials in every preparation for
Cough or Lung affection—a mistake which too often in
its irritating and debilitating consequences, only conduces to much general derungement of the system, destroying appetite and creating an injurious narvous excitement, augmenting suffering with frequent fatal resuits.

Under the influence of this approved and invaluable
Specific the most distressing Cough yields, difficulty in
breathing and pains and soreness subside, hemorrhage
is arrested, and health and strength re-established.

PRICE FOR SINGLE BOTTLE \$1.25.

Sold by the Proprietor, northwest corner SOCIETY

Sold by the Sold by the Proprietor, northwest corner S AND MEETING STREETS, and the principal Dr SOCIETY

"A smile was on her lip—health was in her look strength was in her step, and in her hands—Plawfa-tion Bittens."

S. T.-1860-X. Will oure Nervous Headache.

"Old Extremities and Feverish Lips.

Bour Stomach and Fetid Breath.

Flatnlency and Indigestion.

Which are the evidences of

LIVER COMPLAINT AND DYSPEPSIA.

It is estimated that seven-tenths of all adult aliments proceed from a deseased and torpid liver. The biliary secretions of the liver overflowing into the stomach poison the entire system and exhibit the above symptoms. After long research, we are able to present the most remarkable cure for these horrid nightmare diseases, the world has ever produced. Within one year over six hundred and forty thousand persons have taken the Plantarion Bittles, and not an instance of complaint has come to our knowledge!

It is a most effectual tonic and agreeable stimulant, suited to all conditions of life.

The reports that it relies upon mineral substances for its active properties, are wholly faise. For the satisfaction of the public, and that patients may consult their physicians, we append a list of its components.

OALISATA BARK.—Celebrated for over two hundred years in the treatment of Fever and Ague, Dyspepsia, Weakness, etc. It was intreduced into Europe by the Countess, wife of the Vicercy or Peru, in 1840, and afterwards sold by the Jesuits for the commons price of its own weight is rilver, under the name of Jeruit's Poseders, and was finally made public by Louis XVI, Ring of France. Bumboldt makes especial reference to its febrifuge qualities during his South American travels.

OARDARLIA BARK—For diarrhos, colic and diseases of the stomach and bowels.

DANDELION—For infammation of the loins and dropical affections.

CHAMONILE FLOWERS—For enfeebled digestion.

LAVENDER FLOWERS—For enfeebled digestion.

LAVENDER FLOWERS—For enfeebled digestion.

ANNE—An arcmatic carminative; creating fiesh, muscle and milk; much used by mothers nursing.

Also, clove-buds, orange, carraway, coriander, smake-oot, etc.

Also, clove-buds, orange, carraway, cornander, snake-S. T .-- 1860 .-- X.

IMPORTANT OEBTIFICATES.

BOCHESTER, N. Y. December 28, 1861.

Messrs. P. H. Drake & Co.—I have been a great sufferer from Dyspepsia for three or four years, and had to abandon my profession. About three months ago I tried the Plaintation Bitters, and to my great joy I am now nearly a well man. I have recommended them in several cases, and, as far as I know, always with signal benefit.

I am, respectfully yours,

Bev. J. S. CATHORN. IMPORTANT CERTIFICATES.

PHILADELPHIA, 10th Month, 17th Day, 1862.

RESPECTED FRIEND:—My daughter has been much benefited by the use of thy Plantation Bitters. Thou wilt send me two bottles more.

Thy friend,

ASA CURRIN.

BHERMAN HOUSE, CHICAGO, III., February 11, 1863.

MESSES, P. H. DRAKE & OO.:—Please send us another twelve cases of your Plantation Bitters. As a morning appetizer, they appear to have superseded everything else, and are greatly esteemed.

Yours, &c.,

Arrangements are now completed to supply any demand for this article, which has not heretofore been possible.

perfectly pure standard of the Plantation Britzes be departed from. Every bottle bears the fac-simile of our signature on a steel plate engraving, or it cannot be gen une.

Any person pretending to sell Plantation Bittans in bulk or by the gallon, is a swindler and imposter. Beware of refilled bottles. See that our Private Stamp is Unnu-



OLD RIP VAN WINKLE GIN GOLD MEDAL SHERRY. PORT AND MADEIRA, HARVEST BOURBON, WHEAT NUTRIENT,

IN ADDITION TO OUR BUSINESS OF SELLING IN ADDITION TO OUR BUSINESS OF SELLING WINES, etc., in original packages, and in order to insure to consumers Pure Liquors in a compact and convenient form, we commenced the enterprise of bottling and packing in cases our well known Wines, Brandies, Whiskies, &c., and have sent them out in a style that would preclude the possibility of their being tampered with before reaching the purchaser. The general appreciation and gratifying success that has rewarded our efforts has encouraged us to maintain the standard as regards quality, also to make increased efforts to retain the confidence and patronage which has been so liberally bestowed upon us.

BININGER & CO., connected and partonage which has been so because yet stowed upon us.

[Established 1778.] Importers of Wines, &c.,

No. 15 Beaver street, New York.

The above popular goods are put up in cases contain in Druggists, Grocers, &c.

Opinions of the Press.

GOODRICH, WINEMAN & CO.,

No. 151 MEETING STREET, Wholesale Agents, Charlesion, S. C.

Nervous Affections. Excessive Fatigue and Short Breath. Pain over the Eyes.

Mental Despondency.

Prostration; Great Weakness.

Sallow Complexion, Weak Bowels, &c., as the evidences of

Another wonderful ingredient, of great use among the Spanish ladies of South America, imparting beauty to the complexion and brilliancy to the mind, is yet un-known to the commerce of the world, and we withhold its name for the present.

Cossible.

The public may rest assured that in no case will the PLANTATION BITTERS be

Sold by all Druggists, Grocers and Dealers throughou P. H. DRAKE & CO., New York.

The name of Bininger & Co., No. 15 Beaver street, is a uarantee of the exact and literal truth of whatever they ropresent.—N. Y. Com. Advertiser.

The importing house of Bininger & Co., No. 15 Beaver street, is conducted upon principles of integrity, fairness and the highest honor.—N. Y. Evening Express.

DOWIE & MOISE, SUCCESSORS TO KING & CASSIDEY,

153 MEETING STREET,